

1 STEPHEN M. RINKA (SBN 219626)

2 **THE RINKA LAW FIRM**

3 1801 Century Park East, Suite 2400

4 Los Angeles, California 90067

5 Telephone: (310) 556-9653

6 Facsimile: (310) 579-8768

7 Email: Stephen.rinka@gmail.com

8 Attorneys for Defendant

9 **COASTLINE RECOVERY SERVICES, INC.**

10 UNITED STATES DISTRICT COURT

11 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

12 KERRY KILE;

13 Plaintiff,

14 vs.

15 PAR, INC. dba PAR NORTH
16 AMERICA, COASTLINE
17 RECOVERY SERVICES, INC., and
18 DOES 1 through 10, inclusive;

19 Defendants.

Case No. 15-CV-05905-MWF-GJSx

**DEFENDANT COASTLINE
RECOVERY SERVICES, INC.'S
ANSWER TO COMPLAINT**

20 Defendant, Coastline Recovery Services, Inc. ("Coastline"), by its
21 undersigned counsel, hereby answers the Complaint of Plaintiff Kerry Kile
22 ("Plaintiff"), admitting, denying and averring and asserts affirmative defenses as
23 follows:

24 1. Admitted in part; denied in part. Coastline admits that it was hired
25 by Par North to conduct the physical taking of plaintiff's vehicle. Defendant
26 denies knowledge or information sufficient to form a belief as to the truth or
27 accuracy of the remaining allegations of this paragraph.

28 2. Coastline denies the allegations contained in paragraph 2.

1 3. Coastline admits that it advised Plaintiff that she had to pay a \$15 fee
2 to a law enforcement agency. Coastline denies knowledge or information
3 sufficient to form a belief as to the truth or accuracy of the remaining allegations
4 of this paragraph.

5 4. Coastline lacks knowledge or information sufficient to form a belief
6 as to the truth of the averments contained therein and on that basis denies
7 generally and specifically each and every averment contained in paragraph 4 of
8 the Complaint.

9 5. Coastline admits that Defendant Par North paid Coastline. Coastline
10 denies knowledge or information sufficient to form a belief as to the truth or
11 accuracy of the remaining allegations of this paragraph.

12 6. Coastline denies knowledge or information sufficient to form a belief
13 as to the truth or accuracy of the allegations of this paragraph.

14 **JURISDICTION AND VENUE**

15 7. Coastline avers that the Plaintiff has plead subject matter
16 jurisdictional requirements. Except as expressly averred herein, Coastline is
17 without knowledge or information sufficient to form a belief as to the truth of the
18 other averments contained in paragraph 7, and on that basis denies generally and
19 specifically each and every other averment contained in paragraph 7.

20 8. Coastline admits the averments contained in paragraph 8 of the
21 Complaint.

22 **PARTIES**

23 9. Coastline lacks knowledge or information sufficient to form a belief
24 as to the truth of the averments contained therein and on that basis denies
25 generally and specifically each and every averment contained in paragraph 9 of
26 the Complaint.

27 10. Coastline lacks knowledge or information sufficient to form a belief
28 as to the truth of the averments contained therein and on that basis denies

1 generally and specifically each and every averment contained in paragraph 10 of
2 the Complaint.

3 11. Coastline admits the allegation contained in paragraph 11.

4 12. Coastline lacks knowledge or information sufficient to form a belief
5 as to the truth of the averments contained therein and on that basis denies
6 generally and specifically each and every averment contained in paragraph 12 of
7 the Complaint.

8 13. Coastline denies the allegations contained in paragraph 13.

9 **FIRST CAUSE OF ACTION**

10 14. Answering paragraph 14 of the Complaint, Coastline incorporates by
11 reference its responses to paragraphs 1 – 13 of the Complaint.

12 15. Coastline lacks knowledge or information sufficient to form a belief
13 as to the truth of the averments contained therein and on that basis denies
14 generally and specifically each and every averment contained in paragraph 15 of
15 the Complaint.

16 16. Coastline lacks knowledge or information sufficient to form a belief
17 as to the truth of the averments contained therein and on that basis denies
18 generally and specifically each and every averment contained in paragraph 16 of
19 the Complaint.

20 17. Coastline lacks knowledge or information sufficient to form a belief
21 as to the truth of the averments contained therein and on that basis denies
22 generally and specifically each and every averment contained in paragraph 17 of
23 the Complaint.

24 18. Coastline lacks knowledge or information sufficient to form a belief
25 as to the truth of the averments contained therein and on that basis denies
26 generally and specifically each and every averment contained in paragraph 18 of
27 the Complaint.

28 19. Coastline lacks knowledge or information sufficient to form a belief

1 as to the truth of the averments contained therein and on that basis denies
2 generally and specifically each and every averment contained in paragraph 19 of
3 the Complaint.

4 20. Coastline lacks knowledge or information sufficient to form a belief
5 as to the truth of the averments contained therein and on that basis denies
6 generally and specifically each and every averment contained in paragraph 20 of
7 the Complaint.

8 21, Coastline lacks knowledge or information sufficient to form a belief
9 as to the truth of the averments contained therein and on that basis denies
10 generally and specifically each and every averment contained in paragraph 21 of
11 the Complaint.

12 22. Coastline lacks knowledge or information sufficient to form a belief
13 as to the truth of the averments contained therein and on that basis denies
14 generally and specifically each and every averment contained in paragraph 22 of
15 the Complaint.

16 SECOND CAUSE OF ACTION

17 23. Answering paragraph 23 of the Complaint, Coastline incorporates by
18 reference its responses to paragraphs 1 – 22 of the Complaint.

19 24. Coastline avers that Plaintiff has quoted the cited statutes. Except as
20 expressly averred herein, Coastline denies generally and specifically each and
21 every other averment contained in paragraph 24 of the Complaint.

22 25. Coastline admits that “Debt” is defined under the Rosenthal Act to
23 mean “money, property or their equivalent which is due or owing or alleged to be
24 due or owing from a natural person to another person. Civil Code § 1788.2(d).
25 Coastline further admits that Plaintiff is a natural person. Except as expressly
26 admitted herein, Coastline is without knowledge or information sufficient to form
27 a belief as to the truth of the other averments contained in paragraph 25, and on
28 that basis denies generally and specifically each and every averment contained in

1 paragraph 25.

2 26. Coastline denies all allegations contained in paragraph 26.

3 27. Coastline denies that it violated Civil Code §1788.10(a) by using
4 criminal means to cause harm to the property of Plaintiff nor did it violate Bus. &
5 Prof. Code § 7502.1(a) and commit misdemeanors by violating Bus. & Prof. Code
6 §§ 7507.9 and 7501.10. Coastline is without knowledge or information sufficient
7 to form a belief as to the truth of the other averments contained in paragraph 27,
8 and on that basis denies generally and specifically each and every averment
9 contained in paragraph 25.

10 28. Coastline denies all allegations contained in paragraph 28.

11 29. Coastline denies all allegations contained in paragraph 29.

12 30. Coastline denies all allegations contained in paragraph 30.

13 31. Coastline denies all allegations contained in paragraph 31.

14 32. Coastline denies all allegations contained in paragraph 32.

15 33. Coastline denies all allegations contained in paragraph 33.

16 34. Coastline lacks knowledge or information sufficient to form a belief
17 as to the truth of the averments contained therein and on that basis denies
18 generally and specifically each and every averment contained in paragraph 34 of
19 the Complaint.

20 **THIRD CAUSE OF ACTION**

21 35. Answering paragraph 35 of the Complaint, Coastline incorporates by
22 reference its responses to paragraphs 1 – 34 of the Complaint.

23 36. Coastline lacks knowledge or information sufficient to form a belief
24 as to the truth of the averments contained therein and on that basis denies
25 generally and specifically each and every averment contained in paragraph 36 of
26 the Complaint.

27 37. Coastline lacks knowledge or information sufficient to form a belief
28 as to the truth of the averments contained therein and on that basis denies

1 generally and specifically each and every averment contained in paragraph 37 of
2 the Complaint.

3 38. Coastline lacks knowledge or information sufficient to form a belief
4 as to the truth of the averments contained therein and on that basis denies
5 generally and specifically each and every averment contained in paragraph 38 of
6 the Complaint.

7 **PRAYER FOR RELIEF**

8 39. Coastline denies that Plaintiff is entitled to any relief.
9

10 **AFFIRMATIVE AND OTHER DEFENSES**

11 40. Coastline asserts the following affirmative and other defenses, which
12 it designates, collectively, as “affirmative defenses.” Coastline’s designation of
13 its defenses as “affirmative” is not intended in any way to alter Plaintiff’s burden
14 of proof with regard to any element of its claims for relief. Defendant
15 incorporates (as if fully set forth therein) this express denial each and every time it
16 references “Plaintiff.”

17 **FIRST AFFIRMATIVE DEFENSE**

18 (Failure to State Cause of Action)

19 41. Defendant is informed and believes, and on that basis alleges that
20 Plaintiff’s Complaint, and each cause of action thereof, fails to state facts
21 sufficient to constitute a cause of action against Defendant.

22 **SECOND AFFIRMATIVE DEFENSE**

23 (Statute of Limitations)

24 42. Defendant is informed and believes, and on that basis alleges that
25 Plaintiff’s Complaint, and each cause of action thereof, is barred by the applicable
26 statute of limitations, CCP § 335-349.4, including but not limited to CCP § 337.1,
27 § 337.15, § 337(1), §338, §339 and §340 et seq.
28

1 **THIRD AFFIRMATIVE DEFENSE**

2 (Failure to Mitigate Damages)

3 43. Defendant is informed and believes, and on that basis alleges that
4 Plaintiff and/or Plaintiff's insured failed to take proper and reasonable steps to
5 avoid or to mitigate the damages alleged and, to the extent of such failure to
6 mitigate or to avoid damages, any recovery by Plaintiff should be reduced
7 accordingly.

8 **FOURTH AFFIRMATIVE DEFENSE**

9 (Good Faith)

10 44. Defendant is informed and believes, and on that basis alleges it acted
11 lawfully and within its legal right, with a good faith belief in the exercise of its
12 rights and in furtherance of a legitimate business purpose, and that its actions were
13 justified and reasonable under circumstances based on the information available.

14 **FIFTH AFFIRMATIVE DEFENSE**

15 (Estoppel, Waiver and Failure to Notify)

16 45. Defendant is informed and believes, and on that basis alleges that
17 Plaintiff's allegations in her Complaint are barred by estoppel and waiver, due to
18 the failure to give this answering Defendant notice of defects, if any, and a
19 reasonable opportunity to cure any alleged defects.

20 **SIXTH AFFIRMATIVE DEFENSE**

21 (Consent)

22 46. Defendant is informed and believes, and on that basis alleges that
23 Plaintiff's Complaint is barred because Plaintiff consented to Defendant's acts or
24 omissions, if any.

25 **SEVENTH AFFIRMATIVE DEFENSE**

26 (Vicarious Liability)

27 47. Even assuming the alleged misconduct, Defendant was acting
28 pursuant to the instructions of co-defendant.

EIGHTH AFFIRMATIVE DEFENSE

(Unclean Hands)

48. Defendant is informed and believes and on that basis alleges that to the extent Plaintiff seeks equitable relief, Plaintiff's inequitable conduct constitutes unclean hands and therefore bars claims in the Complaint and in each purported count contained therein.

NINTH AFFIRMATIVE DEFENSE

(Cure)

49. Defendant is informed and believes and on that basis alleges that to the extent Plaintiff avers that the Rosenthal Act was violated, such violation was cured with respect to Plaintiff.

TENTH AFFIRMATIVE DEFENSE

(Purported Rosenthal Act Violation Unintentional)

50. Defendant is informed and believes and on that basis alleges that to the extent Plaintiff avers that the Rosenthal Act was violated, any such violation was not intentional and resulted notwithstanding the maintenance of procedures reasonably adapted to avoid such violation.

ELEVENTH AFFIRMATIVE DEFENSE

(Non-Joinder of Indispensible Parties)

51. Defendant is informed and believes, and on that basis alleges that Plaintiff has failed to join all indispensable parties to Defendant in its action herein.

TWELFTH AFFIRMATIVE DEFENSE

(Lack of Standing)

52. Defendant is informed and believes, and on that basis alleges Plaintiff lacks standing to bring her claim as to all or a portion of the claims averred in the Complaint.

//

1 **THIRTEENTH AFFIRMATIVE DEFENSE**

2 (Penalties)

3 53. Defendant is informed and believes, and on that basis alleges that to
4 the extent that Plaintiff claims penalties such claims must comport with the due
5 process requirements of *State Farm v. Campbell*, 538 U.S. 408 (2003) and
6 subsequent case law regarding the same issue.

7 **FOURTEENTH AFFIRMATIVE DEFENSE**

8 (Adequate Remedies at Law)

9 54. Defendant is informed and believes, and on that basis alleges that
10 Plaintiff is not entitled to equitable relief insofar as she has adequate remedies at
11 law.

12 **FIFTEENTH AFFIRMATIVE DEFENSE**

13 (Dormant Commerce Clause)

14 55. The Complaint, and each of its claims for relief asserted therein, are
15 barred because the relief sought would pose unreasonable barriers and substantial
16 burdens on interstate commerce in violation of the dormant commerce clause.

17 **SIXTEENTH AFFIRMATIVE DEFENSE**

18 (Bus. & Prof. Code Section 7507.13)

19 56. The Complaint, and each of its claims for relief asserted therein, are
20 barred by California Business and Professions Code Section 7507.13.

21 **SEVENTEENTH AFFIRMATIVE DEFENSE**

22 (Laches)

23 57. Defendant is informed and believes, and on that basis alleges that
24 Plaintiff is barred from pursuing the causes of action set forth in the Complaint
25 due to laches.

26 **EIGHTEENTH AFFIRMATIVE DEFENSE**

27 (Bona Fide Error)

28 58. If it is determined that Defendant violated the FDCPA, any such

1 violation was unintentional and the result of a bona fide error as defined in 15
2 U.S.C. Section 1692k(c).

3 **NINETEENTH AFFIRMATIVE DEFENSE**

4 (Primary Jurisdiction)

5 59. The Complaint, or a portion of the claims for relief asserted therein,
6 is barred in whole or in part because the California Bureau of Security and
7 Investigative Services has primary jurisdiction over Plaintiff's claims for relief.

8 **TWENTIETH AFFIRMATIVE DEFENSE**

9 (Additional Defenses)

10 60. Defendant reserves the right to assert additional defenses that it may
11 learn of through the course of discovery.

12 WHEREFORE, Coastline respectfully requests that this Court deny the
13 relief requested in Plaintiff's Complaint, dismiss the action in its entirety, grant
14 Coastline its costs of suit and expenses incurred herein, including reasonable
15 attorney fees, and order such other and further relief as the Court deems just.

16
17
18 Dated: February 26, 2016

THE RINKA LAW FIRM

19 By: /s/ Stephen M. Rinka
20 Stephen M. Rinka
21 Attorneys for Defendant,
22 COASTLINE RECOVERY
23 SERVICES, INC.
24
25
26
27
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3
4 I am employed in the County of Los Angeles, State of California. I am over
5 the age of 18 and no a party to the within action. My business address is 1801
6 Century Park East, Suite 2400, Los Angeles, CA 90067.

7 On February 26, 2016, I served the foregoing documents entitled
8 **DEFENDANT COASTLINE RECOVERY SERVICES, INC.'S ANSWER TO**
9 **COMPLAINT; NOTICE OF INTERESTED PARTIES** on all interested parties
10 in this action addressed and sent as follows:

11 Alexander B. Trueblood
12 TRUEBLOOD LAW FIRM
13 10940 Wilshire Blvd., Suite 1600
14 Los Angeles, CA 90024
15 Ph.: 310-443-4139
16 Fax: 310-943-2255
17 Email: alec@hush.com; atrueblood@pacerntoice.com

18 David M. Lester
19 Donald E. Bradley
20 MUSICK, PEELER & GARRETT LLP
21 650 Town Center Drive, Suite 1200
22 Costa Mesa, CA 92626
23 Ph.: 714-668-2400
24 Fax: 714-668-2490
25 Email: d.lester@mpglaw.com
26 d.bradley@mpglaw.com

27 Said document was electronically filed with the United States District Court,
28 Central District of California, using the *CM/ECF* system. The Court's *CM/ECF*
system will send an email notification of the foregoing filing to the parties and
counsel of record who are registered with the Court's *CM/ECF* system in this
matter.

- 25 ☐ (State): I declare under penalty of perjury under the laws of the State of
26 California that the foregoing is true and correct.
- 27 ☒ (Federal) I declare that I am employed in the office of a member of the bar
28 of this Court at whose direction the service was made.

Executed on February 26, 2016, at Los Angeles, California.

/s/ Stephen M. Rinka

Stephen M. Rinka

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

The Rinka Law Firm
1801 Century Park East, Suite 2400
Los Angeles, California 90067
The Rinka Law Firm
1801 Century Park East, Suite 2400
Los Angeles, California 90067